

MINISTRY OF TOURISM

GOVERNMENT OF INDIA

"Adopt a Heritage"

'Apni Dharohar, Apni Pehchaan'

PROJECT GUIDELINES

November 2022

Website: https://adoptaheritage.in
Email: adoptaheritage-tour@gov.in

Table of Contents

Table of Contents

1	Rationa	le
2		tatement
3		ves
4	•	ons
5		Approach
6	•	ve List of Tourist Amenities under the Project
	A.	Basic amenities
	В.	Advanced amenities
7	Manag	ement Structure
;	•	ersight and Vision Committee
	7.1.1.	Committee Composition
	7.1.2.	Indicative Roles & Responsibilities
;	7.2. lmp	plementation Committee
	7.2.1.	Committee Composition
	7.2.2.	Indicative Roles & Responsibilities10
;	7.3. Site	Committee10
	7.3.1.	Committee Composition
	7.3.2.	Indicative Roles & Responsibilities
;	7.4. Mo	nument Mitras1
	7.4.1.	Indicative Roles & Responsibilities
;	7.5. Pro	iect Management Consultant1
	7.5.1.	Indicative Roles and responsibilities1
8.	The Proj	ect Process12
8	3.1. Exp	ression of Interest12
8	3.2. Lett	er of Intent12
8	8.3. Visi	on Bidding12
	8.3.1.	Existing Situation Analysis
	8.3.2.	Vision DevelopmentError! Bookmark not defined
	8.3.3.	Operations and Maintenance PlanError! Bookmark not defined
	834	Visibility Requirement and Plan Front Bookmark not defined

	8.3.5.	Promotional guidelines for Monument Mitras	14
	8.3.6.	Evaluation of Vision Bidding	15
9.	M	emorandum of Understanding	15
10.	Co	omprehensive Plan	15
11.	Pro	oject Monitoring	17
12.	Gı	ievance Redressal	17
13.	Pro	oject Process Timelines	17
14.	Pro	oject Financial Structure	18
	14.1.	Capital Investment Plan	18
	14.2.	Operation & Maintenance Plan	18
15.	Se	emi Commercial Activities	19
	15.1.	Joint Committee	19
	15.2.	Roles & Responsibilities of the Joint Committee:	20
	15.3.	Accounting Procedure for Semi-Commercial Activities	20
16.	Pre	oject Duration	21
17.	Gı	uidelines Modifications	22
AN	NEXURE	1	23
ΑN	NEXURE	2 Error! Bookmarl	k not defined.

ADOPT A HERITAGE: "APNI DHAROHAR, APNI PEHCHAAN" PROJECT DEVELOPMENT OF TOURIST FIRENDLY DESTIATIONS

1 Rationale

India has always been renowned for its rich cultural heritage. India's glorious past and cultural diversity make a potent blend which attracts millions of tourists each year to its tourist destinations. India's rich heritage and tourism potential is abundantly reflected in the form of numerous temples, palaces, monuments, forts, national parks, sanctuaries and other tourist destinations which have contributed to the growth of tourism to and within the country.

The Government of India, in the recent past has taken several initiatives to give a boost to the tourism sector and the image of India as a destination for tourism has further been amplified by promotions undertaken under the "Incredible India" brand line.

In respect of the heritage sites in the country, it is observed that they are facing challenges primarily related to the creation and operation and maintenance of the various infrastructural as well as service assets. There is a need to develop a robust mechanism for the provision of basic amenities in the short term and advanced amenities on a long-term basis at the sites.

This project is envisioned to synergize with other Infrastructure development schemes in collaboration with State Governments, Public Sector Undertakings (PSUs), Autonomous bodies and other Ministries /Organizations with the objective of ensuring provision of amenities and facilities across the heritage & tourist sites, enhancing overall tourist experience and providing necessary momentum to the economic development of the region.

2 Vision Statement

The Ministry of Tourism in close collaboration with the State/ UT Governments, Public Sector Undertakings (PSUs), Autonomous bodies and the Private/ Public sector companies/ Trusts/ NGOs/ Individuals, etc. envisages developing amenities at heritage-and tourist sites to make them tourist- friendly and increase the site's tourism potential by enhancing the tourist experience in a planned and phased manner.

3 Objectives

Objectives of the project are to:

- Developing basic tourism amenities in and around heritage sites, monuments and tourist sites.
- Develop facilities, amenities and innovative technological interventions to improve site management and enhance the tourist experience at heritage sites, monuments and tourist sites.
- Promote cultural and heritage value of the country and develop avenues to create awareness about the heritage sites/tourist sites in the country.
- Develop and promote sustainable tourism amenities and ensure proper Operations and Maintenance therein.
- Develop employment opportunities and support livelihoods of local communities at the heritage and tourist sites.

4 Definitions

- 4.1 "**Nodal Department**" means [Name of the department(s)] under which the monument/heritage site/tourist site is protected/developed.
- 4.2 "Cost" means the cost of preparing a development plan, detailed project report as contained in the estimate.
- 4.3 In the context of this MoU, "**Development**" means the construction, landscaping, illumination, upgradation, refurbishments, operation and maintenance of activities related to provision, development and maintenance of tourist amenities.
- 4.4 "Monument Mitra" means Public/Private sector companies or Trusts or NGOs or individuals successfully selected through the process of 'Vision Bidding', on a competitive basis for the project shall be known as Monument Mitras.
- 4.5 "**Tourist amenities**" means various essential and experiential tourist facilities meant to be provided for the tourist. The amenities can be bifurcated into basic and advanced categories as per project guidelines
- 4.6 "Semi Commercial Activity" mean any activity ancillary to operation of the site including Sound & Light Show, Basic Souvenir Shop, Snack Counter, Cultural Events etc. necessary to sustain Operations & Maintenance (O&M) and developmental activities at the adopted site under the MoU.
- 4.7 "Heritage sites" means works of man or the combined works of nature and man, and areas including archaeological sites, other than centrally protected sites and privately owned sites, which are of outstanding universal value from the historical, aesthetic, ethnological or anthropological point of view and identified under Adopt a Heritage Project by Oversight and Vision Committee.
- 4.8 "Monuments" means architectural works, works of monumental sculpture

and painting, elements or structures of an archaeological nature, inscriptions, cave dwellings and combinations of features, other than centrally protected monuments and privately owned monuments, which are of outstanding universal value from the point of view of history, art or science and identified under Adopt a Heritage Project by Oversight and Vision Committee.

- 4.9 "Tourist sites"-means places that have been identified for its inherent or an exhibited natural or cultural value, historical significance, natural or built beauty offering facilities for recreation, amusement, or leisure activities to the general public and identified under Adopt a Heritage Project by Oversight and Vision Committee.
- 4.10 "Asset Owners" means public or Government agencies, Autonomous bodies or registered public trust/society/ organization etc. under which the monument/heritage site/tourist site is owned/developed/maintained.

5 Project Approach

There are more than 4000 state protected monuments and more than 30000 unprotected sites¹ across the country. Additionally, there are 655 wildlife sanctuaries & national parks, 131 marine protected areas, 18 biosphere reserves including 8 natural and mixed world heritage sites as on date. All these not only provide a glimpse of the sheer richness, variety and diversity in India but also about its incredible possibilities. These monuments and natural sites form an integral part of the tourism strategy for attracting domestic and international tourists.

To tap the true potential of these monuments and sites, it is necessary to provide basic facilities and amenities including safety and security, to facilitate tourists, and allow their adaptive reuse to provide new experiences through illumination, night viewing facilities etc. At the same time, it is to be ensured that these interventions are within permissible guidelines of the Nodal Department/Asset Owner(s) i.e. State Tourism Department, State Archaeology & Museums Department, Forest Department, Autonomous bodies etc.

To achieve the above, the project envisages handing over of development/construction/upgradation of facilities and amenities along with their complete operation and maintenance (O&M) for the heritage sites/monuments/tourist sites and maintenance of building fabric etc. to private and public sector companies/trusts/individuals/NGOs etc. who would be known as "Monument Mitras" for their initiative. This handover shall be initially for a period of

_

¹ ¹Unprotected Sites - National Mission on Monuments and Antiquities (NMMA) Research 2016

4 years subject to review at any time, regular monitoring and feedback mechanism from all the stakeholders including tourists.

6 Indicative List of Tourist Amenities under the Project

At present many heritage/natural/tourist site and monuments lack basic tourist amenities and facilities. The heritage/natural/tourist sites and monuments shall be provided with basic and advanced amenities as per the tourists' requirements ensuring world-class facilities. The tourist amenities have been divided into two categories as per the project guidelines:

A. Basic amenities

Basic amenities are an important aspect in tourism as they can augment the popularity of the place; and facilitate repeated visits and mouth to mouth publicity as a promotional tool. Basic amenities at any tourist place are first and foremost right of the tourist as every single visit to the monument gives impetus to the local economy. Basic amenities are important irrespective of their financial feasibility in project structuring. The indicative list of basic amenities within and surrounding areas are as below:

- Public conveniences (Toilet Facilities)
- Drinking water facilities/ water kiosk
- Ease of Access/ Barrier Free Monuments/ Accessibility for All: differently abled friendly toilets, ramps, wheelchair facility, braille signages, monument models
- Cleanliness of site/Swachh Monument (Cleanliness of the monument, including complete polythene ban)
- Illumination (interior & exterior)
- Signage (Information and Directional Signages)
- Benches
- Dustbins

B. Advanced amenities

Advanced amenities shall be planned as per the identified monument's tourist footfall and financial feasibility of proposed interventions. The indicative list of Advanced Amenities is as below:

- Snack Counter (Ready to Eat Snacks & Drinks)
- Basic souvenir shop promoting local art and craftsmanship
- Facilitation of night visits to monuments under adaptive use within

permissible guidelines of the nodal department (ASI, State Government etc. heritage byelaws)

- Advanced surveillance system (Like PTZ based CCTV cameras)
- Tourist Facilitation cum Interpretation Centre (Tourist Multi-Purpose Centre) with facilities like museum, shopping/souvenir shop, cloakroom, toilet, drinking water, money exchange etc.
- Technology based interpretation techniques (Augment Reality, Virtual Reality etc.)
- Digital Interactive Kiosk, Digital (LED) screening
- Light and Sound Shows
- Cultural shows
- Battery-operated vehicles/Golf Carts
- Wi-Fi
- App based Multilingual Audio-Guide
- Point of Sale Terminal (PoS) machines at the Ticketing Counters to promote cashless transactions
- Interventions to preserve intangible Cultural Heritage (Community Development, Trainings, Workshops, Capacity Building, Skill Development etc.)
- Intervention to promote Sustainable tourism development and achieve Sustainable Development Goals (SDGs)
- Adaptive reuse of heritage sites into accessible and useable places, ensuring the transformation and reuse in a sustainable manner

7 Management Structure

To select and shortlist Monument Mitras, provide approval to their proposals, monitor the project process at regular intervals and to ensure corrections in implementation, a management structure has been provided under this project.

The management structure would consist of the following committees:

(The members of the committees shall be modified to include stakeholders according to the ownership and nature of the asset i.e. State Government, Forest Department, Autonomous bodies etc.)

7.1 Oversight and Vision Committee

7.1.1 Committee Composition

1	Director General (Tourism)	Chairperson
2	Additional Director General (Tourism)	Member
3	PS/Secretary/MD of concerned State Government	Member
4	AMD/Director Concerned State Government	Member
5	Representatives from other Ministries/ Departments/ PSUs/ Autonomous Bodies who can be co-opted as and when required	Members
6	Director/Joint Director/Deputy Secretary/Dy. Director General (Travel & Trade), Ministry of Tourism	Convener

7.1.2 Indicative Roles & Responsibilities

- Enunciate the vision and chalk out the road map for the project and provide platform for exchange of ideas.
- Coordinate to oversee all operations, steer, and review and monitor overall performance of the project and provide guidance on specific issues relating to the project.
- Conduct the 'Vision Bidding' and select the 'Monument Mitras' from the bidders after evaluation
- Oversee the planning, sanctioning and execution of the project sites and the overall monitoring
- Power of termination of MoU of Monument Mitras in case of noncompliance of guidelines, or any other reason of non-performance.
- The Committee would also decide based on recommendations of the Implementation and Site Committee for dropping agencies and their proposed sites/intervention due to reasons such as on non-submission of documents or non-compliance of timelines.
- 7.1.3. The recommendations of the committee shall be approved by Secretary (Tourism).

7.2. Implementation Committee

7.2.1. Committee Composition

1	Additional Director General (Tourism)	Chairperson
2	Director/Deputy Director General, (Travel & Trade), Ministry	Member
	of Tourism	
3	Director/Joint Director of Concerned State Government	Member

Ī	4	Asset Owner(s) (Govt Departments/Autonomous	Member
		Bodies/Private Trusts etc.)	
	5	Asst. Director General (Travel & Trade), Ministry of Tourism	Convener

7.2.2. Indicative Roles & Responsibilities

- Guide the selected 'Monument Mitras' for getting the necessary clearances, approvals and NOCs.
- Assist the 'Monument Mitras' in the 'joint inspection' exercise in each of the heritage sites /monument or tourist site for the 'Need-GapAnalysis'.
- Recommend mid-course corrections in the implementation tools.
- Periodical oversight and review of proposed/ongoing projects.
- Ensure co-ordination among the Ministry of Tourism and other stakeholders Review periodic progress/ service delivery reports received from Monument Mitras every quarter.

7.3. Site Committee

7.3.1. Committee Composition

1.	Director/Dy. Director General (Travel & Trade), Ministry of Tourism	Chairperson
2.	Assistant Director General (Travel & Trade), Ministry of Tourism	Member
3.	Concerned representative of State Government (Nodal Officers/ Asset Owner(s))	Member
4.	Representatives from concerned Local Authorities / Bodies	Member
5.	Concerned Regional Director of the India Tourism	Member
6.	Representative of Tourism & Travel Industry can be coopted as an when required for Industry Inputs	Member
7.	Representative of the Monument Mitras	Member
8.	Assistant Director (Travel & Trade), Ministry of Tourism	Convener

7.3.2. Indicative Roles & Responsibilities

- Providing NOC for executing planned interventions at the selected heritage sites/monument or tourist site.
- Assisting the Executing/Implementing Agencies (of the selected 'Monument Mitras') in the implementation of works.
- Assisting the Executing/Implementing Agencies (of the selected 'Monument Mitras') in the Operations and Maintenance of the heritage site / monument/ tourist site.
- Review progress/ service delivery reports on activities received from Monument Mitra every two months

• Examine grievances received from customers/citizens regarding services provided by the Monument Mitra

7.4. Monument Mitras

Public/Private sector companies or Trusts or NGOs or individuals successfully selected through the process of 'Vision Bidding', on a competitive basis for the project shall be known as Monument Mitras.

7.4.1. Indicative Roles & Responsibilities

- Prepare detailed Vision Bidding document for all the heritage sites/monuments/ tourist sites that they plan to adopt
- Carry out need gap analysis in each of the heritage site / monument or tourist site that they are taking up for adoption.
- Get the necessary approvals, clearances, NOCs etc. with the guidance of the Site Committee.
- Do the entire end to end work of creation of assets and services of the required levels and standards as per approved vision, proposal and MoU.
- Carry out Operations and Maintenance (O&M) of the assets and services created.
- Assist the Implementation Committee in the mid-course corrections and provide feedback in a periodic manner.
- Submit monthly progress/ service delivery reports on activities

7.5. Project Management Consultant

The Consulting team appointed by the Ministry of Tourism, Government of India for the Adopt a Heritage project shall be called the Project Management Consultants (PMC). The PMC shall provide support to the Oversight and Vision Committee, Implementation Committee and Site Committee.

7.5.1. Indicative Roles and responsibilities

- Coordination with the Monument Mitras for vision presentations and final preparation of the Vision Bidding Document
- Assist the Oversight and Vision Committee in the shortlisting of Expression of Interest and evaluation of the Vision Bids from the Monument Mitras
- Assist Implementation Committee in project implementation, monitoring, periodic reporting of implementation status and mid-course corrections if any and provide feedback in a periodic manner.
- Assist Site Committee in project execution, identifying stakeholders, reviewing & providing feedback on progress reports.
- After completion, compilation and analysis of survey data of tourist experience and feedback and service level achievement details as provided by the Monument Mitras.
- Extending support in identification of sites for adoption under the Project.

- Liaison with States/UTs/other stakeholders.
- Coordination with the Monument Mitra for preparation of Comprehensive Plan.

8. The Project Process

The process for selection of the Monument Mitra, Heritage / tourist sites for adoption and the facilities/amenities for each site have been designed in a collaborative fashion so that necessary inputs from all stakeholders are incorporated and procedures for required approvals are facilitated.

8.1 Expression of Interest

The 'Proposed Monument Mitras' would put forth their interest through 'Expression of Interest' (EoI), wherein they propose adoption of the following:

- Any public heritage site/monument (Indicative list of categorized heritage sites/ monuments can be accessed from project website https://adoptaheritage.in/)
- Any tourist site/natural site
- Promotional trek/trails
- Technological interventions such as Audio Guide, AR/VR etc.
- Innovative tourism projects
- Sustainable Tourism Initiatives
- Community Development Initiatives
- 8.1.1. The template for the submission of Expression of Interest is available on the Adopt a Heritage website: https://adoptaheritage.in/
 The form with required details such as sites selected, organization details,

finances and experience must be emailed to: adoptaheritage-tour@gov.in & to the nodal officer email id as provided in the form.

8.2. Letter of Intent

The shortlisting of the EoI shall be carried out by approval of Secretary (Tourism) post which the Monument Mitra shall be issued a Letter of Intent (LoI). The LoI, is the initial permission letter for the Monument Mitra to perform the need gap analysis for their selected site in coordination with the Nodal Department(s)/Asset Owner(s). The LoI also defines the period for preparation of the Vision Bid.

8.3. Vision Bidding

The Monument Mitras (private and public sector companies, Trusts, NGOs and individuals) who have been issued the Letter of Intent for site(s) are required to present their vision for development of all necessary basic and advanced amenities for each of their selected sites.

In case of multiple vision bids received for the same site, the Oversight & Vision Committee shall select the most competitive and innovative vision as the successful bidding entity.

Bids would be primarily evaluated based on capacity of bidders, their success stories in delivering similar projects and value addition to the selected heritage sites. This concept of innovative bidding is defined as 'Vision Bidding'.

The visions from all the bidders would be evaluated on defined parameters. The bidders would need to do undertake detailed existing situation analysis and vision development for each individual monument or site. The vision bid should reflect the assessment of every individual monument/site.

8.3.1. Existing Situation Analysis

Monument Mitras shall carry out need gap analysis within and around the monument/site for all the selected monuments/sites. The assessment for requirement of amenities and their existing service levels would be carried out for heritage sites, monuments and any other tourist site. Requirement of amenities would be calculated based on the asset wise service level benchmarking. This assessment would be a joint exercise of the 'Proposed Monument Mitras' with Ministry of Tourism and the Nodal Department/ Asset Owner(s).

Following studies inter alia shall be imperative part of the existing situational analysis:

- Existing and past trend of tourist footfall
- Projection of tourist footfall with short term, midterm and long-term tourist facilities requirements analysis
- Finalization of proposed interventions footprint based on the trend analysis and projections
- Prioritization of amenities and preparation of architectural area program for the proposed interventions
- Analysis of available fund versus proposed amenities

8.3.2 VisionDevelopment

Private and public sector companies, Trusts, NGOs and individuals usually have strategies for CSR/investment initiatives. The 'Monument Mitras' need to finalize the Vision statement and its implementation strategy for each monument/ site they are bidding for. Some of the representative visions are:

- Target balanced growth with increase in domestic and foreign tourist footfall to the heritage site / monument or tourist site,
- Provision of world class tourist amenities at the heritage site / monument or tourist site.
- Cleanliness- Swachh aur Sundar Paryatan Sthal
- Sustainable tourism development to achieve Sustainable development Goals

- Socio-economic upliftment at the local level
- Safeguarding of heritage sites for the future generations

The vision shall be clearly articulated to a granular detail of the project. The imperative sections of the vision are mentioned below:

- Transforming Vision into the area program and development footprint
- Concept Master Plan (CMP) of the site area
- Pedestrian and vehicular movement regulations to be introduced (if any)
- Adherence of Nodal Department(s)/Asset Owner(s)norms and guidelines in construction and development on site
- Implementation Plan, phasing and costing
- Operation and maintenance plan and funding mechanism in the initial and further phases

Given the spectrum of technological innovations taking place in the field of tourism, the related amenities shall be proposed basis they do not hamper tourism potential/existing state of heritage sites/monuments/tourist sites in any manner. The Secretary (Tourism) shall be the final decision-making authority in any such cases.

8.3.3. Operations and Maintenance Plan

Monument Mitras shall provide detailed operations and maintenance plan for each monument/ heritage/tourist site. The plan should include following parameters:

- Details of current operation and maintenance
- Whether Monument Mitras want to take the entire monument/ site for operation and maintenance or not
- Quantification of Monument Mitras contribution in operation and maintenance in terms of components and funds

8.3.4. Visibility Requirement and Plan

Monument Mitras shall provide detailed visibility requirement plan. The plan should include below mentioned details:

- Requirement of visibility
- Analysis on whether the visibility is in accordance with the Nodal Department(s)
 owner guidelines and not disturbing the aesthetics, architectural style and
 ambience of the heritage site / monument or tourist site.
- Visuals of the visibility
- Quantifying the interventions and mapping them in the Site Master Plan

8.3.5. Promotional guidelines for Monument Mitras

The proposed promotional material installation shall be strictly in adherence to the statutory guidelines of the nodal department(s)/Asset Owner(s) i.e. State

Government, Forest Department etc. Visibility to the Monument Mitras would be within the framework of these statutory guidelines.

In addition to associated pride in adoption of the heritage monument/ tourist site, the Monument Mitras shall be provided with opportunities for their brand promotion in lieu of their CSR/investment initiatives under the project subject to approval by Ministry of Tourism and the Nodal Department/Asset Owner.

The Monument Mitra would also be provided visibility on the Adopt a Heritage website and Incredible India web portal subject to approval by Ministry of Tourism and the Nodal Agency/Asset Owner. Further visibility through print and digital means would be given to the Monument Mitras in lieu of the amenities provided.

8.3.6. Evaluation of Vision Bidding

Vision bidding would be evaluated based on above-mentioned criteria. In Vision Bidding, due weightage will be given to the parameters given in the table below:

S.No.	Parameter for selection of Monument Mitras under Adopt a Heritage	Weightage (%)
1	Existing Situation / Need – Gap Analysis	10
2	Vision development	35
3	Number of sites adopted	10
4	Operation and Maintenance Plan	25
5	Visibility Requirement and Plan	10
6	Credentials of Monument Mitras	10

The PMC would assist the Monument Mitra in identification of sites and ensure that the vision bid prepared is as per the detailed checklist and for submission and evaluation of Vision bidding and to make the process clear and transparent.

9. Memorandum of Understanding

Post approval of the vision bid; the finalized amenities would be signed under a Memorandum of Understanding (MoU). The MoU (template at Annexure I) would also detail timelines for implementation of both basic and advanced amenities.

There shall also be a provision to add or modify the MoU through an Addendum/Corrigendum/Amendment based on new requirements on agreement from all the parties to the MoU.

10. Comprehensive Plan

Post signing of the MoU by all the parties involved, the Monument Mitra is required to prepare a comprehensive plan for the project within a fixed period, which shall be defined in the signed MoU (determined as per the complexity of the site).

The comprehensive plan should have the following information:

- Details on design, material, number and location map for installation of each components post discussion and finalization with the Nodal Department(s)/ Asset Owner(s)
- Financial estimates for each component which shall include capital investment and investment required for operation & maintenance for the 4 year period.

The Monument Mitra must prepare the plan for all the basic and advanced amenities agreed to in one go or in parts for basic and advanced components as per timelines for implementation. The Monument Mitra needs to submit the plan to the Nodal Department(s)/ Asset Owner(s) for approval.

For the preparation of the comprehensive plan the Monument Mitra is required to follow the procedure given below. The Monument Mitra shall be allowed to commence work on execution of amenities at the site under the project only after approval of the comprehensive plan by the Monument Mitra.

- Monument Mitras are required to meet with respective local site officers of the Nodal Department(s)/ Asset Owner(s) (State Government etc.), before initiating the process of execution of works. The purpose is to apprise the local officer about the project and its objective as well as to ascertain relevant guidelines, designs, material to be used, etc. for execution of amenities as defined in the awarded MoU.
- Post their meeting and discussion with the respective local officer of the Nodal Department)/Asset Owner(s), the Monument Mitras will prepare and submit the Comprehensive Plan (Hard + Soft Copy) at their office, with copy to the Ministry of Tourism and the Nodal Department/Asset Owner(s), for required approval.
- Monument Mitras are required to get all the necessary approvals in writing from the respective Nodal Department(s)/Asset Owner(s), before commencing any work at the site. The Monument Mitras are also required to document all communication/ discussion etc. with respective Nodal Department/Asset Owner of their site(s) under the project.

The Monument Mitra may refer to the service level guidelines for proposed amenities and facilities for preparation of their Vision Bid, provided on the Adopt a Heritage website https://adoptaheritage.in/. However, the proposed asset preparation should be as per the heritage and other byelaws of respective

monuments/tourist sites. At any conflicting juncture heritage and other byelaws will supersede asset service level guidelines.

11. Project Monitoring

The entire program is 'service oriented'. Provision of basic and advanced amenities would be assured to the tourists visiting the heritage/tourist sites by the Monument Mitra. Targets for service delivery would be pre-set and benchmarked before being accepted as yardsticks to measure. Monitoring activities would be carried out during project implementation and throughout its O&M period.

- Oversight and Vision Committee, Implementation Committee and Site Committee would periodically monitor the project through designated officers and Project Management Consultant (PMC).
- Both offline and online mode monitoring would be done with periodic site visit & audit of progress will be carried out by all parties of the MoU and the PMC.
- The Monument Mitras are required to prepare a monthly progress/service delivery report of the work executed at their respective site which should be supported with photographs of the work executed and highlighting issues, if any.
- Monument Mitras shall submit the service delivery report (monthly progress report) with tourist feedbacks by 5th of every month marking a copy to the Nodal Department(s)/Asset Owner(s), Ministry of Tourism and all other concerned departments under the MoU. The progress report template for which is provided at Annexure II.

12. Grievance Redressal

The project shall also address grievances received from citizens and consumers regarding the basic and advanced amenities including semi commercial amenities being maintained or operated by the Monument Mitra.

- Monument Mitra would be required to arrange for capturing feedback systems/tools (e.g. Smiley Terminal, Smiley Answers etc.) for their services.
- Monument Mitra would be required to display a feedback or information board at the site and inform customers to send complaints regarding services on the email id: adoptaheirtage-tour@gov.in.
- The receipt and processing of complaints from citizens and consumers related to standard of services for the activities provided by the Monument Mitra would be examined and dealt with by the designated Committees.

13. Project Process Timelines

The project timelines have been designed to streamline all the processes of submission, approvals and implementation.

Accordingly, the following timelines were proposed so that it takes an overall time frame of 6 months from shortlisting of Expression of Interest to Signing of MoU.

SN	Activity	Timelines	
1	Submission of Eol	By the prospective agency	
2	Issuance of Lol	Post Approval of Eol	
3	Submission of Vision Bid	Within 2 months of handing over of Letter of	
		Intent	
4	Signing of MoU	Within 2 months of approval of Vision Bid	
5	Submission of	Within 1 month of signing of MoU (may vary	
	Comprehensive Plan	depending on the complexity of the sites)	
6	Handover of Site Within 1 month of signing of MoU (may va		
		case of exceptional circumstance)	
7	Project implementation	Post approval of Comprehensive plan	
8	Project Monitoring	As per agreed schedule in the MoU	

The 6-month period also includes convening the Oversight and Vision Committee for shortlisting Expression of Interest and evaluation of the vision bids by the same.

14. Project Financial Structure

14.3. Capital Investment Plan

The project focuses on active participation of Monument Mitras (Public and Private sector Companies, Trusts and Individuals) to ensure a sustainable model in maintaining monuments/ heritage sites/tourist sites in partnership with Ministry of Tourism, State Governments, Autonomous Bodies etc. in this initiative.

Major part of capital and recurring cost for basic and advanced amenities shall essentially be through private sector and public sector participation, essentially but not limited to CSR. The mode of expenditure can be through CSR and funds of Trusts/ Societies/ Section 8 Company set up by the Company itself, directly by company (for advanced amenities) and by Trust/ Societies set up by Central or State Government or entities for the purpose of CSR activities.

In the latter phases' resources can be channelized from various funding routes and by having convergence of programmes/ schemes of the Ministry of Tourism and with other ministries.

14.2 Operation & Maintenance Plan

The Monument Mitra would finance activities, operate & maintain the facilities on

their own rather than claim or transfer funds to or from any Government Body or department.

The tentative operation and maintenance costs of the monument shall be worked out by Monument Mitras at the time of 'Vision Bidding' as mentioned in their 'Vision & Financial Structure' section and emphasis shall be given to working out options for sustainable operation and maintenance models through innovative revenue generation options. For maintenance of the assets created, the experience and expertise of delivering similar projects by the respective Monument Mitras shall be leveraged. The Monument Mitra shall undertake the execution of the work directly or outsource the work through any competent agency under its overall supervision and that of the Nodal Department(s)/ Asset Owner(s).

The Monument Mitra is required to share the agreements executed with these agencies with the Nodal Department(s)/ Asset Owner(s) and Ministry of Tourism for transparency of operations.

15. Semi Commercial Activities

To ensure active participation and sustenance of the advanced amenities such as Sound and Light show, Visitor Centre, Interpretation Centre etc., the Monument Mitra would also be given extra provision to work on a commercial model to augment their financial resources

These amenities (SEL show, Visitor Centre, Snack Counter, Souvenir Shop etc.) would be approved by the Oversight & Vision Committee as a part of the vision bidding process. These amenities are to be called "Semi-Commercial" amenities.

For these amenities, collection of fees would be allowed, however any revenue generated through the proposed amenities would be put back to sustain development, operations and maintenance at the adopted monument.

15.1. Joint Committee

The primary responsibility of ensuring compliance to the required standard of the services of the Semi-Commercial activity would be on the Monument Mitra. The monitoring or services, decision on costing and grievance redressal would be undertaken by a joint committee as detailed below (The composition of the committee shall be modified according to the stakeholders for the site)

1	Nodal Department/Asset Owner	Chairperson
2	Ministry of Tourism	Member
3	Subject Expert can be coopted as an when required	Member
	for Industry Inputs	

4	Monument Mitra	Member
---	----------------	--------

15.2. Roles & Responsibilities of the Joint Committee:

<u>Monitoring of Services</u>: The committee will monitor the standard of services provided by Monument Mitra & finalize the fees/rates for semi commercial amenities.

<u>Decision on Costing</u>: The Monument Mitra shall prepare a proposal on the rates and items for Semi-Commercial activities and present it before the Joint Committee. The fees & rates for the semi-commercial amenities would be recommended by the Joint Committee for direction and approval to the Oversight & Vision committee.

<u>Grievance Redressal</u>: The receipt and processing of complaints from citizens and consumers related to standard of services for semi-commercial activities would be initially examined and dealt by the Joint Committee. The Monument Mitra would be required to display the information on the Adopt a Heritage project at the location of operation of these amenities and inform customers to send complaints regarding services on the email id: <u>adoptaheirtage-tour@gov.in</u>.

15.3. Accounting Procedure for Semi-Commercial Activities

<u>Opening of Account</u>: A separate dedicated account will be opened and operated by Monument Mitra for the project. The Monument Mitra would be required to open the account before commencing any commercial activity and share the details of the account with Joint Committee.

<u>Revenue Collection</u>: Any revenue generated through the semi-commercial activities and from any other associated activity pertaining to the project as approved by the Oversight & Vision Committee shall be deposited in this dedicated account.

Revenue Utilization: Residual interest accrued if any will also be retained in this account. The funds shall be only deployed for sustaining operation and maintenance activities of the opted sites and will not be utilized to recover capital expenditures. The Monument Mitra shall provide information all costs related to capital invested and O&M utilized for amenities with detailed breakup in their monthly progress reports along with bills to support the expenses.

Post operation & maintenance, surplus funds, if any, may be deployed for future development of tourism amenities only with prior approval of Oversight & Vision Committee.

In case of termination or completion of MoU tenure or discontinuation of Monument Mitra post MoU tenure, balance / surplus revenue in the account (if any) is required to be transferred to Nodal Department(s) / Asset Owner(s) and shall be deployed for sustaining operation and maintenance activities and developmental activities of the opted sites.

Account Audit & Monitoring: The Monument Mitra would be required to get his dedicated account audited annually by Chartered Accountant and shall produce a statement of accounts duly certified and signed by Chartered Accountant to the Nodal Department/ Asset Owner(s). It shall be verified during audit that the amounts collected for specified semi commercial activities of a site have been utilized solely for purpose of operation and maintenance/development of the approved tourism amenities at the adopted site and not for recovery of capital or other cost.

The accounting procedures may be modified on case-to-case basis in coordination with the nodal agency/asset owner and the Monument Mitra, if required. The approval for the same may be sought from the Joint Committee.

16. Project Duration

This project is initially proposed to be implemented for 4 years subject to the review of the performance at any time. In case of unsatisfactory performance and non-compliance of guidelines the MoU is liable to be terminated.

The term period of 4 years shall be from the date of handover/commencement of work, extendable further for a period mutually agreed by all stakeholders depending on recommendation of the Oversight & Vision Committee. The recommendation shall be based on periodic review of performance of staff, quality of work, operation and maintenance, tourist feedback, impact on tourist footfall etc. In the event of delay in commencement of work by the Nodal Department, the term period shall be extendable by a period equivalent of such delay.

The Monument Mitra is required to inform all the parties of the MoU within a period of a month in event of commencement of any business changes such as mergers and acquisitions and other related issues of compromises, arrangements and

reconstructions. In event of delay in implementation from the Monument Mitra, due to such business change processes the Oversight & Vision Committee shall evaluate and decide on extension/non- extension of project duration.

17. Guidelines Modifications

As we go forward in the field of tourism development, looking at diversity of products, interests of investors and spectrum of technological innovations, changes in guidelines may be made post the approval of Secretary (Tourism).

ANNEXURE 1

MEMORANDUM OF UNDERSTANDING For <NAME OF SITE>, <STATE>

This TRIPARTITE MEMORANDUM OF UNDERSTANDING ('MOU') is executed on this <DATE> <MONTH>, <YEAR> at New Delhi among

MINISTRY OF TOURISM, Government of India, having its office at Transport Bhawan, 1, Parliament Street, New Delhi – 110001 acting through its Secretary, hereinafter called "MoT" which expression shall, unless repugnant to the context of meaning thereof, include its successors and permitted assigns of the FIRST PARTY

AND/OR

AND

<NAME OF FIRM>, a Company/Trust incorporated under the Companies Act, 1956/ Trust Act, having its registered office at <ADDRESS> acting through its Authorized signatory <NAME OF AUTHORIZED SIGNATORY> vide Board Resolution dated <DATE><MONTH><YEAR> (hereinafter referred to as Office) of the XXXX PARTY (to be called henceforth 'MONUMENT MITRA').

WHEREAS:

- (a) The Ministry of Tourism has announced a project "Adopt a Heritage" for adoption of heritage sites/monuments/tourist sites in collaboration with the Monument Mitras, which enables adoption of heritage sites/monuments and other tourist sites to provide and maintain various basic and advanced amenities as decided by the 'Oversight and Vision Committee', such as public conveniences, drinking water, cleanliness of the monument, accessibility for all, signage, Wi-Fi, cloakroom, illumination and night viewing, snack counter, surveillance system, tourist facilitation cum interpretation center, digital interactive kiosk, light and sound shows, technological interventions, capacity building etc.
- (b) **WHEREAS Monument Mitra** through its Corporate Social Responsibility/direct investment at no cost to Government of India, intends to take up the cause of development and O&M of amenities at

- <Name of Site>, <State> under the "Adopt a Heritage" project (hereinafter called the "Project").
- (c) **WHEREAS** destinations proposed in this project are under supervision of Nodal Department [Name of the department(s)].

1. DEFINITIONS

- 1.1. "**Nodal Department**" means [Name of the department(s) under which the monument/heritage site/tourist site is protected/developed.
- 1.2. "**Cost**" means the cost of preparing a development plan, detailed project report as contained in the estimate.
- 1.3. In the context of this MoU, "**Development**" means the construction, landscaping, illumination, upgradation, refurbishments, operation and maintenance of activities related to provision, development and maintenance of tourist amenities.
- 1.4. **"Monument Mitra"** means Public/Private sector companies or Trusts or NGOs or individuals successfully selected through the process of 'Vision Bidding', on a competitive basis for the project shall be known as Monument Mitras.
- 1.5. "**Tourist amenities**" means various essential and experiential tourist facilities meant to be provided for the tourist. The amenities can be bifurcated into basic and advanced categories as per project guidelines.
- 1.6. **"Semi Commercial Activity**" mean any activity ancillary to operation of the site including Sound & Light Show, Basic Souvenir Shop, Snack Counter, Cultural Events etc. necessary to sustain Operations & Maintenance (O&M) and developmental activities at the adopted site under the MoU.
- 1.7. **"Heritage sites"** means works of man or the combined works of nature and man, and areas including archaeological sites, other than centrally protected sites and privately owned sites, which are of outstanding universal value from the historical, aesthetic, ethnological or anthropological point of view and identified under Adopt a Heritage Project by Oversight and Vision Committee.
- 1.8. "Monuments" means architectural works, works of monumental sculpture and painting, elements or structures of an archaeological nature, inscriptions, cave dwellings and combinations of features,

other than centrally protected monuments and privately owned monuments, which are of outstanding universal value from the point of view of history, art or science and identified under Adopt a Heritage Project by Oversight and Vision Committee.

- 1.9. **"Tourist sites"**—means places that have been identified for its inherent or an exhibited natural or cultural value, historical significance, natural or built beauty offering facilities for recreation, amusement, or leisure activities to the general public and identified under Adopt a Heritage Project by Oversight and Vision Committee.
- 1.10. **"Asset Owners"-** means public or Government agencies, Autonomous bodies or private trust/society/ organization etc. under which the monument/heritage site/tourist site is owned/developed/maintained.

2. NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

- 2.1. **MONUMENT MITRA** is interested to take up the cause of adoption of monument under the Corporate Social Responsibility and accordingly has identified **Name of Site>**, **State>** and intends to provide facilities in consultation with the Nodal Department(s)/Asset Owner(s).
- 2.2. The 'Oversight and Vision Committee' has consented to the developmental activities proposed by the **MONUMENT MITRA** at the monument and agrees to the same.
- 2.3. For the purpose of this MoU, details of the amenities/facilities to be undertaken by the **MONUMENT MITRA** is given below:

A	Basic Amenities
1	
2	
3	
4	
5	
В	Advanced Amenities
1	
2	
3	
4	

(The MONUMENT MITRA agrees to carryout complete execution, operation and maintenance of the amenities taken up as a part of the project, including payment of utility bills for the period of this MoU)

*The list of scope of work may be modified later to add or remove amenities (course correction) if required basis review.

- 2.4 **MONUMENT MITRA** shall prepare a **Comprehensive Plan** for the project within thirty days of signing of this MoU. The detailed plan is required to be shared with the Nodal Department(s) prior to commencement of actual work at the site. MONUMENT MITRA shall undertake the execution of the work directly or outsource the work through a competent agency under its overall supervision and that of Nodal Department(s)/Asset Owner(s).
- 2.5 **MONUMENT MITRA** shall prepare regular **Monthly Progress Reports** regarding implementation of amenities and submit to all the parties of the MoU in the template provided under project guidelines
- 2.6 Details of the work schedule to be undertaken by the **MONUMENT MITRA** is as per Annexure-I.
- 2.7 Oversight and Vision Committee will acknowledge the contribution by the **MONUMENT MITRA** towards developmental activities by way of Monument Mitra Benefits. All decisions relating to Monument Mitra Benefits may vary from case to case (site specific) and will be decided with mutual consent with the Ministry of Tourism and Nodal Department(s)/ Asset Owner(s) while ensuring that the same is in tune with the aesthetic value of the monuments and surroundings of destinations. Details of proposed visibility requirement is attached in **Annexure-II**.

2.8 Monument Mitra Benefits:

- The contribution of the Monument Mitra towards developmental activities will be acknowledged by way of signage/standees, social media promotion, visibility on Incredible India & Adopt a Heritage website, etc.
- Limited visibility on Signage will be prescribed at the monument indicating that the monument has been adopted by Monument Mitra under Adopt a Heritage Project, Government of India in a

- discreet manner and tastefully. Size and design of the standardized signage to be approved by the nodal agency/ Asset Owner prior to the installation at site.
- The accomplishments of the Monument Mitra may be acknowledged in selected Ministry of Tourism events. This will help in the outreach and promotion of the brand of the Monument Mitra.
- The Monument Mitra can publish the details of the project and initiatives taken in collaboration with the Ministry of Tourism and Nodal Agency on their official websites and social media handles. The content will be vetted by Ministry of Tourism and nodal agency/ Asset Owner(s) before publishing.
- Monument Mitra can publish the work carried out in Adopt a
 Heritage by them in the Annual CSR Report after getting the
 content vetted by the Ministry of Tourism and nodal agency/
 Asset Owner.
- If the Monument Mitra wishes to utilize any novel/innovative practice/technology for branding and promotion, the same shall be permitted upon approval of Secretary (Tourism).
- 2.9. The work/execution of the activities by the Monument Mitra or its agencies shall not cause any hindrance to [Nodal Department(s)/ Asset Owner(s)] or its representative in carrying out other works in the monument or in free movement of the visitors.
- 2.10. **MONUMENT MITRA** shall not violate the provisions of the local policies/byelaws or any other norms applicable at the site.

3 FINANCING AND SCHEDULING

- 3.1. **MONUMENT MITRA** agrees to finance the activities, operate & maintain (O&M) the facilities on their own as approved by the committee rather than transfer of funds to any Government Body or Department.
- 3.2. **MONUMENT MITRA** agrees to ensure that adequate funding is provided to develop, improve and maintain the facilities for initial four (4) years.

- 3.3. The adoption period is for initial four (4) years subject to annual review of performance of staff, quality of work, O&M, tourist feedback, impact on tourism etc.
- 3.4. **MONUMENT MITRA** agrees during period of adoption that no revenue shall be generated from the public as collection fee, convenience fee etc. However, in case any fees are planned to be charged it will be subjected to specific clearance of the relevant Government parties to the MoU. Any, revenue generated through the proposed activities is required to be put back to sustain development, operations and maintenance at the adopted monument.

4. SEMI COMMERCIAL ACTIVITIES - REASONABILITY OF RATES AND STANDARD OF SERVICES

- 4.1. The primary responsibility of ensuring compliance to the required standard of the services would be on **MONUMENT MITRA**.
- 4.2. The reasonability of the rates charged for the provision of services, if any, would be decided by the Joint Committee headed by Nodal Department and comprising of representatives from all parties of the Memorandum of Understanding. The committee will also monitor the standard of services and redress grievances of semi-commercial activities undertaken by the MONUMENT MITRA.
- 4.3. A separate dedicated account will be opened and operated by **MONUMENT MITRA** for the project. Any revenue generated through the semi commercial activities and from any other associated activity pertaining to the project as approved by the Oversight & Vision Committee shall be deposited in this dedicated account. Residual interest accrued if any will also be retained in this account. The funds shall be only deployed for sustaining operation and maintenance activities of the opted sites and will not be utilized to recover capital expenditures. Post operation & maintenance, surplus funds, if any, may be deployed for future development of tourism amenities only with prior approval of Oversight & Vision Committee. In case of termination or completion of MoU tenure discontinuation of Monument Mitra MoU post tenure. balance/surplus revenue in the account (if any) is required to be transferred to Nodal Department(s)/Asset Owner(s) and shall be

deployed for sustaining operation and maintenance activities and developmental activities of the opted sites.

- 4.4. The **MONUMENT MITRA** would be required to get this dedicated account audited annually by Chartered Accountant and shall produce a statement of accounts duly certified and signed by Chartered Accountant to the Nodal Department(s)/Asset Owner(s). It shall be verified during audit that the amounts collected for specified semi commercial activities of the opted site have been utilized solely for purpose of operation and maintenance/development of the approved tourism amenities at the adopted site.
- 4.5. It is mutually agreed that this MoU shall not in any way alter the legal status of the monument/developmental activities that vests and shall always remain vested with the Nodal Department(s)/Asset Owner(s).

5 DURATION OF MEMORANDUM OF UNDERSTANDING (MoU)

- 5.1 This MoU shall be valid for a period of four (4) years (the "TERM") from the date of commencement of work, extendable further for a period of four (4) years depending on recommendation of Oversight & Vision Committee based on periodic review of performance of staff, quality of work, operation & maintenance, tourist feedback, impact on tourism etc.
- 5.2 In the event of a delay in the commencement of work by the Nodal Department(s), the term of the MoU shall be extendable by a period equivalent to such delay.

6 MANAGEMENT STRUCTURE

The management structure would consist of the following committees and stakeholders whose functioning would be as mentioned below:

A. Oversight and Vision Committee:

A.1 Committee Composition:

1	Director General (Tourism)	Chairperson
2	Additional Director General (Tourism)	Member
3	PS/Secretary/MD of concerned State Government	Member
4	AMD/Director Concerned State Government	Member

5	Representatives from other Ministries/ Departments/ PSUs/ Autonomous Bodies who can be co-opted as and when required	Members
6	\cdot 1 \cdot 1 \cdot 1	Convener
	General (Travel & Trade), Ministry of Tourism	

B. Implementation Committee:

B.1 Committee Composition:

1	Additional Director General (Tourism)	Chairperson
2	Director/Deputy Director General, (Travel & Trade), Ministry	Member
	of Tourism	
3	Director/Joint Director of Concerned State Government	Member
4	Asset Owner(s) (Govt Departments/ Autonomous	Member
	Bodies/Private Trusts etc.)	
5	Asst. Director General (Travel & Trade), Ministry of Tourism	Convener

C. Site Committee:

C.1 Committee Composition:

1.	Director/Dy. Director General (Travel & Trade), Ministry of Tourism	Chairperson
2.	Assistant Director General (Travel & Trade), Ministry of Tourism	Member
3.	Concerned representative of State Government (Nodal Officers/ Asset Owner(s))	Member
4.	Representatives from concerned Local Authorities / Bodies	Member
5.	Concerned Regional Director of the India Tourism	Member
6.	Representative of Tourism & Travel Industry can be coopted as an when required for Industry Inputs	Member
7.	Representative of the Monument Mitras	Member
8.	Assistant Director (Travel & Trade), Ministry of Tourism	Convener

D. <u>Ministry of Tourism</u>

- D.1. Indicative Roles & Responsibilities:
 - 1. Facilitate promotion of heritage/natural/tourist site and monuments and collaboration with the Private/ Public sector companies/ Trusts/ NGOs/ Individuals, etc.
 - 2. Coordinate with State/ UT Governments, Autonomous Bodies, and potential Monument Mitras for adoption of sites.
 - 3. Evaluate and shortlist the 'Expression of Interest' and facilitate 'Vision Bidding' process to select the 'Monument Mitras'.
 - 4. Prepare and oversee signing of 'Memorandum of Understanding' by all the parties.
 - 5. Facilitate the planning, sanctioning and execution of the project sites and the overall monitoring.
 - 6. Oversee all operations, steer and monitor overall performance of the project and provide guidance on specific issues relating to the project.
 - 7. Vetting and publishing of promotional content on social media platforms and affiliated websites of Ministry of Tourism.

E. Nodal Agencies/Asset Owners

- E.1. Indicative Roles & Responsibilities:
 - 1. Providing NOC for executing planned interventions at the selected heritage sites/monument or tourist site.
 - 2. Handover of the site to the Monument Mitra for executing planned interventions at the selected heritage sites/monument or tourist site.
 - 3. Assist the Monument Mitra in need-gap analysis and preparation of Comprehensive plan for the site.
 - 4. Provide approval on designs/plans/details etc. for proposed interventions at the selected heritage sites/monument or tourist site.
 - 5. Advice the Monument Mitra on setting up of operation and maintenance mechanism at the site.
 - 6. Facilitate to set up accounting mechanisms and monitoring of dedicated account for semi-commercial amenities being proposed at the sites.

F. Monument Mitras

F.1. Indicative Roles & Responsibilities:

- 1. Prepare detailed Vision Bidding document for all the heritage sites/monuments that they plan to adopt.
- 2. Carry out need gap analysis in each of the heritage sites/monuments that they are taking up for adoption.
- 3. Get the necessary approvals, clearances, NoCs etc. soliciting the guidance of the Site Committee.
- 4. Do the entire end to end work of creation of assets and services of the required levels and standards as per approved vision, proposal and MoUs.
- 5. Carry out Operations and Maintenance (O&M) of the assets and services created.
- 6. Assist the Implementation Committee in the mid-course corrections and provide feedback in a periodic manner.
- 7. Submit monthly progress/ service delivery reports on activities.

7. FORCE MAJEURE

7.1 For the purposes of this MoU, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, lockdown due to pandemic, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other domestic action (except where such strikes, lockouts or other domestic action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

7.2 Force Majeure shall not include:

- a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractors or agents or employees;
- b) Any event which a diligent Party could reasonably have been expected to:
 - i) Take into account at the time of the conclusion of this Agreement, and
 - ii) Avoid or overcome in the carrying out of its obligations hereunder.

8. ENFORCEMENT OF GUIDELINES

The project guidelines shall remain enforced for the entire duration of MoU.

9. TERMINATION

9.1 This MoU once operative shall continue to be in full force until terminated

or expiry of the TERM.

- 9.2 This MoU can be terminated by any party giving not less than six (6) months' notice in writing of intended termination to other parties hereto. The non-terminating parties shall be at liberty to re-negotiate fresh MoU amongst them, as the circumstances may permit, to the exclusion of the terminating party.
- 9.3 Under exceptional circumstances, prolong delays at the end of the Monument Mitra, non-compliance with project guidelines/MoU and/or in the public interest, the Government of India through Ministry of Tourism reserves the right to terminate the MoU with immediate effect.

10. DISPUTE RESOLUTIONS

All disputes arising out of MoU shall be settled by discussion and failing which the settlement, the decision of the 'Oversight and Vision Committee' shall be final and binding upon the parties.

11. GOVERNING OF LAW JURISDICTION

The MoU will be governed by and construed and enforced in accordance with, the laws of India/ rules and law promulgated by concerned State Government. Any action brought by either party against the other concerning the transactions contemplated by this MoU shall be brought only in the courts of Delhi or in the courts located in the respective State. All the parties and individuals signing this Agreement agree to submit to the jurisdiction of such courts.

12. INDEMNITY CLAUSE

The Monument Mitra agrees to exercise adequate precautions in executing the Roles & Responsibilities defined herein. In the provision of the roles and responsibilities defined herein, the Monument Mitra will indemnify and hold harmless against any claim for damages, the Ministry of Tourism and Nodal Department(s)/Asset Owner(s) as a result of any claims or proceedings brought against them by a third party, which arises from activities performed by the Monument Mitra pursuant to this MoU.

13. PUBLICITY & AWARENESS

The Ministry of Tourism and Nodal Department(s)/ Asset Owner(s) shall have the right to review within a reasonable period of time, before issuance of any advertisement, press release, or any other public statements with respect to the activities contemplated herein; the Ministry of Tourism and Nodal Department(s)/Asset Owner(s) prior to press release / publication shall be provided with a copy thereof and be given a minimum of 7 (seven) days' time to comment, modify or restrict the publication of such advertisement, public statement or press release.

IN WITNESS THEREOF THE PARTIES SET THEIR RESPECTIVE HANDS ON THIS MOU ON THE DATE, MONTH AND YEAR FIRST WRITTEN ABOVE.

1.	SIGNED AND DELIVERED for and on behalf of the M	MINISTRY OF TOURISM
		By Name: Designation:
	WITNESS:	
	(i) (ii)	
2.	SIGNED AND DELIVERED for and on behalf DEPARTMENT(s)	of the NAME OF THE
		By Name: Designation:
	WITNESS:	
	(i) (ii)	
3.	SIGNED AND DELIVERED for and on behalf of the l	MONUMENT MITRA
		By Name: Designation:
	WITNESS:	
	(i)	
	(ii)	

ANNEXURE I: Time Schedule for <Name of Site>, <State>

A	Basic Amenities	Implementation Timeline (TO)
1		
2		
3		
4		
5		
В	Advanced Amenities	Implementation Timeline (TO)
1		
2		
3		
4		
5		

TO – Date of Commencement of Work

Phase – I: T0 – 3 Months or less

Phase – II: 3 – 12 Months Phase – III: 12 – 18 Months

(The MONUMENT MITRA agrees to carryout complete execution, operations and maintenance of the amenities taken up as a part of the project, including payment of utility bills for the period of this MoU)

ANNEXURE II: Proposed Visibility Requirement for <Name of Site>, <State>

Limited visibility on Signages will be prescribed at the monument indicating that the monument has been adopted by MONUMENT MITRA under Adopt a Heritage Project, Government of India in a discreet manner and tastefully. Size and design of the standardized signage to be approved by Nodal Department(s)/ Asset Owner(s) prior to the installation at site.

Visibility on social media platforms of Ministry of Tourism indicating the proposed and implemented amenities by the Monument Mitra under Adopt a Heritage Project, Government of India shall be provided. The Monument Mitra shall be permitted to repost/reshare the content posted by the Ministry of Tourism.

Monument Mitra shall be permitted to publish the details of the project and initiatives taken under Adopt a Heritage project in collaboration with the Ministry of Tourism and Nodal Agency on their official websites, social media handles and annual CSR report. The content will be vetted by Ministry of Tourism and nodal agency/ Asset Owner(s) before publishing.

ANNEXURE 2:

Monthly Progress Report – <year> < MONTH></year>		
Name of Monument/Site/Intervention		
Name of Agency		
Nodal Department/Stakeholder 1		
Nodal Department/Stakeholder 2		
Date of MoU Signed		
Date of MoU Handover		
Comprehensive Plan Submission (Yes/No)		
Others (Addendum/Amendment/Corrigendum Status)		

SECTION – 1: PROJECT STATUS

#	Name of the amenity (As per MoU)	Amenity Type (Basic/Advanced)	Implementation Timeline (As per MoU)	Date of Handover/Approval by Nodal Department	Status (Started/ Not Started/ Completed)	Issues/ Remarks/ Support Required, if any
1.						
2.						
3.						

SECTION – 2: KEY HIGHLIGHTS / PHOTOS

A. Photographs showing progress of work / installed amenities at site with description

SECTION – 3: DETAILS ON INVESTMENT INCURRED

A. Name of the site

SN	Name of Amenity	Capex in INR Previous I	Opex in INR	Capex in INR (For R	Opex in INR Reporting	Total Cost in INR (Including	Attachments (Bills, Invoices,
		(Cumula			onth)	Reporting Month)	etc.) - For Reporting Month

SECTION – 4: TOURIST FEEDBACK

A. Response/Feedback of tourists at site for amenities and services provided (reporting month):

SN	Name of Site-Amenity	Tourist Feedback	Source (Website, blog, Smiley Terminals etc.)